



BID NO.: 5317-0/17

**OPENING: 2:00 P.M.
WEDNESDAY
MAY 16, 2012**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

SMALL BUSINESS ENTERPRISE MEASURE:.. Section 2, Paragraph 2.2
USER ACCESS PROGRAM:..... Section 2, Paragraph 2.21
WRITTEN WARRANTY: Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Robin Webb, CPPB at 305-375-4356, or drobin@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE**

**FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-
RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5317-0/17

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

Procurement Contracting Officer: Robin Webb, CPPB

Bids will be accepted until 2:00 p.m. on May 16, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1

GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder. The departmental contract manager shall verify the certification(s), license(s), permit(s), etc. for the awarded bidder(s) prior to authorizing work and as needed.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of

perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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SPECIAL CONDITIONS

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR A COUNTY DEPARTMENT

The purpose of this solicitation is to establish a contract for the purchase of fire hydrants, replacement parts, accessories, and associated key wrenches in conjunction with the needs of Miami-Dade County Water and Sewer Department (WASD).

2.2 SMALL BUSINESS CONTRACT MEASURES (Bid Preference)

A Micro/Small Business Enterprise (M/SBE) bid preference applies to this solicitation.

A 10% (ten percent) bid preference for certified Micro Business Enterprises shall apply to awards valued up to and including \$50,000. A 10% (ten percent) bid preference for certified Small Business Enterprises shall apply to awards valued over \$50,000 up to \$1 million. A 5% (five percent) bid preference for certified Small Business Enterprises shall apply to awards greater than \$1 million. Micro Business Enterprises and Small Business Enterprises must be certified by the Sustainability, Planning and Economic Enhancement Department, Small Business Development Division for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation.

For certification information, contact the Department of Sustainability, Planning and Economic Enhancement, Small Business Development Division at 305-375-CERT (2378) or at <http://www.miamidade.gov/sba/business-certificate.asp>. The enterprises must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE:

Intentionally Omitted

2.4 TERM OF CONTRACT: FIVE (5) YEARS (With Price Adjustment)

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five- year contract term.

2.5 OPTION TO RENEW

Intentionally Omitted

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2.6 METHOD OF AWARD:

2.6.1 Minimum Requirements

In addition to other County and contract requirements, all selected Bidders shall be a fire hydrant manufacturer, or an agent, dealer, authorized representative, or a distributor of the manufacturer(s) of the product(s) proposed to the County.

The Bidders are required to submit with their submittal all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements; however, the County may, at its sole discretion, allow the Bidders to complete or supplement the qualifications requirement, and other related documents during the solicitation evaluation period. Failure to provide proof of compliance with the minimum qualification requirements, as specified by the County, shall result in the bidder's submittal being declared non-responsive. The County shall be the sole judge of the Bidder's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the Bidder and to obtain and to evaluate additional information, as it deems necessary, to ascertain the Bidders' conformance to the minimum qualification requirements.

2.6.2 Group A: Purchase of Fire Hydrants

The award of Group A, Item numbers 1 through 16 will be made to the two (2) lowest responsive, responsible Bidders, on an item-by-item basis. The selected Bidders shall meet or exceed the minimum qualifications and shall be able to offer quotations for the item on the Qualified Products List established in Section 3, paragraph 3.2.1 of this solicitation.

2.6.3 Group B: Purchase of Fire Hydrant Locks and Key Wrenches

The award of Group B, Item number 1 thru 8 will be made to two (2) responsive, responsible Bidders on an item-by-item basis. The selected Bidders shall meet or exceed the minimum qualifications and be authorized to offer quotations on the specified locks and key wrenches or substitutes quoted.

2.6.4 Group C: Pre-qualification of Vendors for Purchase of Fire Hydrant Replacement Parts and Accessories

The award of Group C, will be made to the responsive, responsible Bidders who provide proof that they represent one or more of the brand names and/or manufacturers listed in the Pre-Qualified Manufacturers List established in Section 3, paragraph 3.4 of the solicitation and meet the minimum requirements set forth in Paragraph 2.6.1. The pre-qualified Bidders will participate in spot market quotations for fire hydrant parts and accessories as needed.

Requests for price quotations on replacement parts and accessories shall be accomplished via facsimile (FAX), e-mail or by written requests. Quotations must be returned by the pre-qualified vendors in the same manner.

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It shall be the sole prerogative of the County as to the number of selected bidders who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interest. If the County elects to add bidders, they must meet the same minimum qualifications established for the original competition.

In the best interest of the County, for items either delivered by the selected bidders or picked-up from the selected bidders by authorized County personnel, the availability of material, geographic location or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by the County department that a project is time sensitive to meet pre-established deadlines.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED (Group A & B):

The initial prices proposed by the selected Bidder shall remain fixed for a period of one (1) year from the commencement of the initial contract term. Upon completion of the initial year, and every anniversary date thereafter, the County shall consider an adjustment to price based on a manufacturer's revised published price list, or a written notification from the manufacturer to the supplier of price increase, or on an increase on the federal excise tax, or the latest edition of the Producer's Price Index as published by the US Department of Labor, Bureau of Labor Statistics under commodity code number 3491-2 "Values of Waterworks and Municipal Equipment (IBBW, AWWA, UL)."

It is the selected bidder's responsibility to request any pricing adjustment under this provision. The selected bidder's request for adjustment should be submitted at least 90 days prior to expiration of the initial year and every anniversary date thereafter. The selected bidder's adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the selected bidder, the County will assume that the selected bidder has agreed to proceed without pricing adjustment. It should be noted that requests for price adjustments may affect the selected bidder's primary designation status dependent on selected bidder's request for price adjustment.

The County reserves the right to negotiate lower pricing during the term of the contract based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the selected bidder and/or to terminate the contract with the selected bidder based on such price adjustments.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

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2.9 “EQUAL” PRODUCTS

2.9.1 GROUP A – EQUAL PRODUCTS CANNOT BE CONSIDERED: QUALIFIED PRODUCTS LIST

This solicitation contains the current Qualified Products List that identifies the specific products that are qualified for purchase under this specific solicitation. “Equal” products shall not be considered. The Qualified Product List is contained in Section 3, Paragraph 3.2.1 of the technical specifications.

The specific items listed in this solicitation are the only products that will be accepted under this solicitation because these items are formally approved and authorized by the American Water Works Association (AWWA) and the Miami-Dade Water and Sewer Department (WASD) as documented on the Qualified Products List. Bidders desiring to submit comparative products for these items for inclusion on an approved and authorized Qualified Products List for future solicitations should submit samples to the WASD, Engineering Division Specifications Unit. Call the Specifications Unit supervisor for shipping information at (305) 669-7859, e-mail CASM101@miamidade.gov. The Miami-Dade Fire Rescue Department shall test and determine the fire hydrant adequacy in meeting the fire flow requirements specified in Section 2-103.21 of the Miami-Dade County Code. If the product is deemed acceptable, it will be included in the specifications and Qualified Products List on the next available solicitation.

Note: It is the Bidder’s sole responsibility upon the first occasion of submittal of an item other than the standard products listed on the Qualified Products List, to submit literature of an element, which match and fulfill the requirements and intent of the specifications of this solicitation and documents the approval of the AWWA. Any delays or costs caused, either directly or indirectly, by non-timely submissions, submissions of items differing significantly from the intent of the specifications, repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the specifications; or any other such similar activities shall be at the sole expense of the Bidder. It is the intent of these contract requirements that the Bidders shall, in the first instance, submit manufacturer’s information sheet, catalogues, brochures, and literature, which meet or exceed the requirements of the specifications. Activities such as those mentioned above, which are contrary to this intent shall not be tolerated and may at the sole discretion of the County, subject the Bidder to costs for any delays, costs, damages or penalties suffered by the County due to such activities.

2.9.2 GROUP B – EQUAL PRODUCTS CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in Group B of this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material.

If an “equal” product is offered, the unit shall be equal in quality and standards of

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performance to the item specified in the solicitation. All supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items shall be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in the offer being rejected. The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The selected Bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the selected Bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

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All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various WASD storage yards within Miami-Dade County.

2.17 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER

The selected Bidders shall make deliveries in accordance with the timeframe established in

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the selected Bidders' submittal, which must not exceed thirty (30) business days after the date of the order, unless otherwise mutually agreed upon, in writing, at the time of a specific purchase. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the selected Bidders, except in such cases where the delivery shall be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the selected Bidders shall notify the County of the delays in advance of the original delivery date so that the County can appropriately consider revised delivery schedule.

Should the selected Bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the order. If the order is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the selected Bidder with any re-procurement costs and the County may terminate the selected Bidder from the contract for default.

All items ordered pursuant to this solicitation shall be delivered to the Miami-Dade WASD, Medley Yard, 7301 NW 70 Street, Miami, FL 33166, unless another storage facility or job site is specified by the County, in writing, at the time of a specific purchase. The storekeeper, or his/her designee, at the Medley Yard must be notified forty-eight (48) hours in advance of each shipment at telephone number (305) 805-4420 or (305) 805-4426 or fax (305) 805-4591 or e-mail: SMD08@miamidade.gov. Deliveries to the Medley Yard must be made in open-top or flatbed trucks between 7:30 AM and 3:00 PM, Monday through Friday, excluding County observed holidays. This requirement is necessary to assure that proper unloading arrangements can be accomplished. The County shall not be responsible for delays or additional costs incurred by non-compliance with the requirement.

Emergency, rush orders, or special requirements that require handling which may result in additional cost, e.g. next day delivery, unloading by the selected Bidder, etc., must be approved in advance by the WASD Storeroom at the Medley Yard and entered on the WASD requisition as a separate item prior to shipment. Any additional costs incurred by the selected Bidder as a result of such special handling must be entered on the corresponding invoice as a separate item.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not accept any back orders of deliveries from the selected Bidders unless otherwise agreed upon, in writing, at the time of the award of a specific purchase. Accordingly, the selected Bidder is required to deliver all items to the County within the time specified in this solicitation. No grace period shall be honored unless written authorization is issued by the originator of the order and a recommitted date is established. The selected Bidder shall not invoice the County for back ordered items until such back ordered items are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders, in writing, after the recommitted date has lapsed, seek the items from another bidder, and charge the selected Bidder for any directly associated re-procurement costs. If the selected Bidder fails to honor these re-procurement costs, the County may terminate the selected Bidder from the contract for default.

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2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the selected Bidder, the Bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of 365 calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the selected Bidder is under contract with the County at the time of defect. Any payment by the County for the goods or services received from the selected Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The selected Bidder shall promptly correct any deficiency, at no cost to the County, within 10 calendar days after the County notifies the selected Bidder of such deficiency in writing. If the selected Bidder fails to honor the warranty and/or fails to correct or replace the defective fire hydrant within the period specified, the County may, at its discretion, notify the selected Bidder, in writing, that the selected Bidder may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the selected Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the selected Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the selected Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Robin Webb, at (305) 375-4356 or by email drobin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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The selected Bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The selected Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The selected Bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the selected Bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods. Miami-Dade County shall have no liability to the selected Bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the selected Bidder and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a selected Bidder fails to comply with this section, that Bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this solicitation shall be in accordance with all governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Sanitation Foundation (NSF), the Occupation Safety and Health Administration (OSHA), and American Water Works Association (AWWA).

It shall be the responsibility of all selected Bidders to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities on this solicitation during the term of the contract.

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2.23 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR

The selected Bidder shall file, process, and collect all damage claims against the shipper.

2.24 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the selected Bidder shall be the most recent model available. Any optional components, which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator model will not be accepted. Omission of any essential details from these specifications does not relieve the selected Bidder from furnishing a complete unit. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), and State and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineers (SAE) standard and recommended practices. The engineering, materials and workmanship associated with the effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Bidder in conjunction with the resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the selected Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the selected Bidder at the Bidder's expense and the contract cancelled and/or (2) the County may require the selected Bidder to replace the materials at the selected Bidder's expense.

2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The selected Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.27 PATENTS AND ROYALTIES

The selected Bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the selected Bidder. The selected Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by selected Bidder, or is based solely and

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exclusively upon the County's alteration of the article. The selected Bidder will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the selected Bidder may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the selected Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the selected Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary selected bidder to obtain a price quote for the similar items. If there are multiple selected Bidders on the contract, the County representative may also obtain price quotes from these Bidders. The County reserves the right to award these similar items to the primary selected Bidder, another selected Bidder based on the lowest price quoted, or to acquire the items through another means.

2.29 REPAIRS AND PARTS MANUALS TO BE PROVIDED

The selected Bidder shall supply the County with a minimum of two (2) comprehensive repair and parts manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

2.30 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered commodities do not conform to the specifications, the County shall require replacement within a reasonable length of time and may cancel the contract for cause.

SECTION 3
TECHNICAL SPECIFICATION

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

3.1 SCOPE

The Miami-Dade Water and Sewer Department (WASD) is responsible for maintaining and replacing approximately 40,000 fire hydrants, in unincorporated areas and within the City of Miami (City). The City's fire hydrant standard differs from the County's and the specifications of this solicitation include both City and County fire hydrant standards. WASD also contractually maintains and repairs approximately 5,000 hydrants for the City of Coral Gables. The maintenance of fire hydrants is crucial as they are the fire departments' lifeline for firefighting. The Fire Hydrants to be provided under these specifications are standard products of manufacturing firms that have been engaged in the production of fire hydrants for a period of at least four (4) years.

3.2 GROUP A – FIRE HYDRANTS

The high pressure, dry barrel hydrants shall be any one (1) of the following models that have been tested and pre-approved by the Miami-Dade Water and Sewer Department:

3.2.1 QUALIFIED PRODUCTS

	<u>Model</u>	<u>Manufacturer</u>
1.	Centurion 250	Mueller Company
2.	K81-MD (per Kennedy Drawing no. 80783 MD, Rev. 05)	Kennedy Valve
3.	Medallion # F2545	Clow Valve
4.	5 1/4" B-84-B	American Darling
5.	Model #2780	AVK

The insert replacement hydrants shall be:

	<u>Model</u>	<u>Manufacturer</u>
1.	K-81AW	Kennedy Valve

Only those Bidders offering these models will be considered.

3.2.2 REQUIREMENTS

Fire hydrants shall conform to the requirements of American National Standard Institute, American Water Works Association (ANSI/AWWA), Standard C502-84, "Dry Barrel Fire Hydrants", as modified herein: the Miami-Dade County Fire Flow Ordinance and the Miami-Dade County Fire Department.

The hydrants shall have the following features:

SECTION 3
TECHNICAL SPECIFICATION

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

- A. All hydrants shall meet the flow requirements of Section 2-103.21 (B), Miami-Dade County Code. A certification for compliance with these standards must be available if so requested.
- B. Type of shutoff shall be compression type closing, with the line pressure, and a minimum 5-1/4" valve opening.
- C. Barrels – Upper barrel with breakaway-from-lower-barrel feature shall be designed with a breakable safety connection of the flange and collar bolt connected type joining the two barrels together. Lower barrel shall be of the same material as the hydrant show, (inlet connection), and shall be designed so that the barrel can be removed from the hydrant shoe when the shoe (and valve) are under pressure. The drain outlets normally provided shall be omitted.
- D. Main valve stem – Upper stem shall have breakaway-from-lower-stem-feature. Top of the lower stem shall be below the top of the lower barrel to prevent a vehicle tire from depressing the stem and opening the valve, or damaging both lower stem and lower barrel. Stem and seat removal shall be easily accomplished from the upper part of the lower barrel or the upper barrel.
- E. Main valve seat ring shall be bronze threaded into a fixed bronze bushing and shall be equipped with upper and lower O-ring seals, the lower of which shall seal against the hydrant elbow.
- F. Sealed lubricant reservoir shall provide lubrication to all threaded and bearing surfaces automatically, and shall be located in the bonnet. All hydrants shall be supplied with factory pre-lubrication.
- G. Inlet Connection – Side inlet, 6-inch mechanical joint.
- H. Delivery classification – Two (2) hose and one (1) pump nozzle 18 inches above ground, (bury line).
- I. Hose and pumper nozzles – Threaded, with O-ring seal, and the nozzle retained by stainless steel screws, or a left hand thread lug, slot and pipe plug lock system. Hose nozzle diameter shall be 2-1/2 inches, and threads shall be in accordance with American National Standard. Pumper nozzle, (City of Miami Standard) shall be 4-inch inside diameter, 4 and 47/64-inch outside diameter of threads, 7 threads per inch, 0.143-inch pitch, right hand, V-form threads. Pumper nozzle, (Miami-Dade County Standard), shall have 4 and 1/2 inch diameter threads conforming to American National Standard.
- J. Bury length shall be as specified on the Bid Proposal Form, Section 4.
- K. Operating and cap nuts, (City of Miami Standard), shall be bronze to bronze, pentagonal, National Standard, 1-1/8 inch point to flat with operating nut weather cap.

SECTION 3
TECHNICAL SPECIFICATION

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

Operating and cap nuts (Miami-Dade County Standard) shall be bronze to bronze, pentagonal, National Standard 1 – 1/2 inch point to flat, with operating nut weather cap.

- L. Stuffing Box – O-ring pressure seal.
- M. Direction to open shall be counterclockwise.
- N. Markings – Hydrants shall be cast marked or outside design shall be such that visible identification can be made as to manufacturer model (type). In addition, all hydrants approved as a “special” or “modified” hydrant shall be cast marked “Miami-Dade County, Florida”.
- O. Color shall be chrome yellow.
- P. Harnessing lugs and nozzle cap gaskets will not be required.
- Q. Nozzle Cap Chains will be required on the “Miami-Dade County Standard” and on the “City of Miami Standard” hydrants.
- R. Accessories shipped with hydrants such as MJ rings, gaskets and bolts must be shipped together on the shipment as a kit and not already installed on the hydrant.

3.3 GROUP B - FIRE HYDRANT LOCKS AND ASSOCIATED KEY WRENCHES

The Fire Hydrant locks, wrenches and plug locks shall be manufactured by McGard Inc., or approved equal.

3.4 GROUP C - FIRE HYDRANT REPLACEMENT PARTS AND ACCESSORIES

Pre-qualification of Bidders to purchase parts and accessories for a variety of brands of fire hydrants currently in use throughout Miami-Dade County. The manufacturers in use are:

AVK
American Flow Control
Clow Valve Co.
Kennedy (McWaine)
Mueller Co.
R.D. Mathews
U.S. Pipe & Foundry
Waterous Co.

Suppliers of parts for these fire hydrant manufacturers, or after-market manufacturers of approved equal parts, shall be pre-qualified and placed in a pool for subsequent spot-market purchases of parts as needed.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
May 16, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: RLW

ISD/PM

Date Issued: 4/30/2012

This Bid Submittal Consists of
Pages 20 through 26

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful Bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	340-60
Proc. Cont. Officer 1	Robin Webb, CPPB

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR
BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

FIRM NAME: _____

4.1 CHECKLIST FOR MINIMUM REQUIREMENTS:

Reference	Summarized Requirement	Completed
Section 2, Paragraph 2.6.1	Current letter from the fire hydrant manufacturer, on the manufacturer's letterhead, designating the Bidder as the manufacturer, an agent, a dealer, a representative, or a distributor of the product(s) proposed to the County. The letter must be dated within six (6) months of the vendor's submittal and signed by an authorized manufacturer's representative.	_____

4.2 Group A: Fire Hydrants

Group A	Fire Hydrants		
Section 2, Paragraph 2.6.1 and 3.2	One (1) set of Shop Drawings must be submitted with each bid proposal showing all essential features, including arrangement and description of parts of the equipment offered, along with complete sets of factory information sheets (specifications, brochures, etc.) for each item proposed by the Bidder. Two (2) copies of current <u>Parts Price Lists</u> must also be submitted with the Bid Proposal. All items proposed must meet all requirements of Section 3, Paragraph 3.2		
Item	Description	Qty	Unit Price
1	Fire Hydrants (City of Miami Standard) - bury length = 30 inches	150	\$ _____
2	Fire Hydrants (City of Miami Standard) - bury length = 36 inches	300	\$ _____
3	Fire Hydrants (City of Miami Standard) - bury length = 42 inches	350	\$ _____
4	Fire Hydrants (City of Miami Standard) - bury length = 48 inches	150	\$ _____
5	Fire Hydrants (City of Miami Standard) - bury length = 54 inches	200	\$ _____
6	Fire Hydrants (City of Miami Standard) - bury length = 60 inches	100	\$ _____
7	Fire Hydrants (Miami-Dade County Standard) - bury length = 30 inches	60	\$ _____
8	Fire Hydrants (Miami-Dade County Standard) - bury length = 36 inches	150	\$ _____
9	Fire Hydrants (Miami-Dade County Standard) - bury length = 42 inches	300	\$ _____
10	Fire Hydrants (Miami-Dade County Standard) - bury length = 48 inches	500	\$ _____
11	Fire Hydrants (Miami-Dade County Standard) - bury length = 54 inches	550	\$ _____
12	Fire Hydrants (Miami-Dade County Standard) - bury length = 60 inches	300	\$ _____
13	Fire Hydrant Inserts (City of Miami Standard) K-81AW - bury length = 30 inches	100	\$ _____

BID SUBMITTAL FOR:

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

FIRM NAME: _____

4.2 Group A: Fire Hydrants (con't.)

Item	Description	Qty	Unit Price
14	Fire Hydrant Inserts (City of Miami Standard) K-81AW - bury length = 36 inches	100	\$ _____
15	Fire Hydrant Inserts (City of Miami Standard) K-81AW - bury length = 42 inches	100	\$ _____
16	Fire Hydrant Inserts (City of Miami Standard) K-81AW - bury length = 48 inches	100	\$ _____

Deliveries will be made within _____ days from receipt of order, not exceed 30 days (see Paragraph 2.17).

BID SUBMITTAL FOR:

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

FIRM NAME: _____

4.3 Group B: Purchase of Fire Hydrant Locks and Key Wrenches

Group B	Fire Hydrants	Substitute Info			
Section 2, Paragraphs 2.6.3, 2.9.2, and 3.3	The following documentation must be submitted if “equal product” is submitted: 1) Two sets of product information sheet 2) Two (2) copies of performance test results 3) Product Samples Upon Specific Request				
Item	Description	Quantity	Manufacturer	Model	Unit Price
1	Hydrant Lock Manufacturer: McGard Model: Intimidator or "approved equal"	25			\$ _____
2	Hydrant Operating Wrench Manufacturer: McGard Part No.: 110021 or "approved equal"	50			\$ _____
3	Security Plug Wrench Manufacturer: McGard Part No.: 110020 or "approved equal"	50			\$ _____
4	Hydrant Plug Lock Manufacturer: McGard Part No.: 110649 or "approved equal"	50			\$ _____
5	Hydrant Plug Lock Manufacturer: McGard Part No.: 110653 or "approved equal"	50			\$ _____
6	Hydrant Plug Lock Manufacturer: McGard Part No.: 110686 or "approved equal"	50			\$ _____
7	Hydrant Plug Lock Manufacturer: McGard Part No.: 110655 or "approved equal"	250			\$ _____
8	Locking Fire Hydrant Cap Manufacturer: American Flow Control Model: Captivator or “approved equal”	400			\$ _____

FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES

4.4 Group C: Fire Hydrant Replacement Parts and Accessories

[illegible]

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____

**Bid Title: FIRE HYDRANTS, PARTS, ACCESSORIES, LOCKS AND ASSOCIATED KEY WRENCHES**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to bid submittal.

☐ **Place a check mark here only if Bidder has such conviction to disclose.**

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ **Place a check mark here only if affirming Bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ **Place a check mark here only if affirming Bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the Bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the Bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the Bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days

****“By signing this document the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract”* (Please see paragraph 1.2 H of General Terms and Conditions)***

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100